

Last revised: August 1, 2017

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In Re: **Castulie Diane Moonesar**

Case No.: 17-24859 CMG

Judge: Christine M. Gravelle

Debtor(s)

Chapter 13 Plan and Motions

☐ Original

☒ Modified/Notice Required

Date: 2/20/2018

☐ Motions Included

☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: JRR

Initial Debtor: CDM

Initial Co-Debtor: _____

a. The debtor shall pay \$500.00 per month to the Chapter 13 Trustee, starting on August 4, 2017 for approximately 7 months, then \$610.00 for 53 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

- ☒ Future earnings
- ☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☒ Loan modification with respect to mortgage encumbering property:

Primary Residence located at 58 7th Street, Monroe, New Jersey 08831;

Loss Mitigation was Approved in December 21, 2017.

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan: Debtor made Adequate Protection

payments to Mortgagee, Ocwen as follows: 60% of Principal and Interest plus Escrow for Taxes and Insurance, estimated payment is \$2,582.20 to commence on August 4, 2017 through January 1, 2018. Trial Period Payments commenced on February 1, 2018.

Part 2: Adequate Protection ☐ NONE

a. Adequate protection payments will be made in the amount of \$ _____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to _____ (creditor).

b. Adequate protection payments will be made in the amount of \$2,582.20 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: Ocwen Loan Servicing, LLC (creditor-) during the period of Loss Mitigation.

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
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Chapter 13 Standing Trustee	Administrative	As Allowed by Statute
Jacqueline Rocci	Administrative Legal Fee: \$3,500.00 paid prior to the Order of Relief	Balance Due in the Plan: \$ 0.00
Domestic Support Obligation	Not Applicable	Not Applicable

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:
☒ None
☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Ocwen Federal Bank Account No.: xxxxxx1681	Primary Residence	As per POC	Included in calculation	Zero The arrears are capitalized in the Loan Modification per Loss Mitigation	\$3,676.49 as per Trial Period

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

Citibank North America Account No.: XXXXXX9545	Primary Residence	Estimated \$95,000.00	515,000.00 as per Appraisal	Ocwen Loan Servicing estimated \$539,000.00	No Value	3%	Estimated \$95,000.00 as unsecured claim
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2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

g. Secured Claims to be Paid in Full Through the Plan: ☒ NONE

Creditor	Collateral	Total Amount to be Paid Through the Plan

Part 5: Unsecured Claims ☒ NONE

a. Not separately classified allowed non-priority unsecured claims shall be paid:

☐ Not less than \$ _____ to be distributed *pro rata*

☒ Not less than 100% percent to allowed claims.

☐ *Pro Rata* distribution from any remaining funds

b. Separately classified unsecured claims shall be treated as follows:

Student Loan claim filed by Navient as Claim No. 9 for \$10,414 will be paid by Debtor outside the Plan.

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☐ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Toyota Motor Credit POC 5	Zero – account is current	AutoLease for 2011 Audi	Paid outside Plan by Debtor's Son	(\$429.00 paid by Debtor's Son directly to Toyota)
Toyota Lease Trust POC 2	Zero	AutoLease for 2014 Lexus	Paid outside Plan by Debtor	\$359.00 in Schedule J. Future payments will be made by Reliable Driver, LLC
Toyota Lease Trust POC 1	Zero	AutoLease for 2017 Lexus	Paid outside Plan by NonDebtor Spouse's Employer	
Nissan Infiniti LT POC 4	Zero	AutoLease for 2015 Infiniti	Paid outside Plan by Debtor's Son	(\$379.00 paid by Employer directly to Toyota) (\$550.00 paid by Son directly to Nissan)

Part 7: Motions ☒ NONE

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☐ NONE

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☐ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
Citibank North America Account No.: Xxxxxx9545	Primary Residence 58 7 th Street Monroe, New Jersey	\$95,000.00	\$515,000.00	\$539,000.00	No Value Second Lien	Entire Balance. Estimated to be \$95,000.00

c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☒ NONE

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon confirmation
☐ Upon discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Legal fees and other administrative expenses
- 3) Secured Claims
- 4) Priority Claims

d. Post-Petition Claims

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 9: Modification ☒ NONE

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: Original Plan dated 8/7/2017

Explain below **why** the plan is being modified: The Plan clarifies treatment of the auto leases. The other auto agreements, though in her name, are paid by third parties. The Plan also reflects successful completion of Loss Mitigation. The Trial Period begins on February 1, 2018.

Explain below **how** the plan is being modified:
The terms of payment remain the same:
\$500.00 for 7 months; with a "bump up" to \$610.00 for 53 months starting in March 2018.

Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

Part 10: Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are void.

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Certification.

I certify under penalty of perjury that the plan contains no non-standard provisions other than those set forth in this final paragraph.

Date: 2/20/2017

/s/ Jacqueline Rocci
Attorney for the Debtor

Date: 2/20/2017

/s/ Castulie Moonesar
Debtor

Date: _____

Joint Debtor

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

Date: 2/20/2018

/s/ Jacqueline Rocci, Esquire
Attorney for the Debtor

I certify under penalty of perjury that the above is true.

Date: 2/20/2018

/s/ Castulie Moonesar
Debtor